STATE OF CALIFORNIA GRAY DAVIS. GOVERNOR

DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 8<sup>th</sup> Floor San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco CA 94142-0603

#### SCOPE OF WORK PROVISION

#### FOR

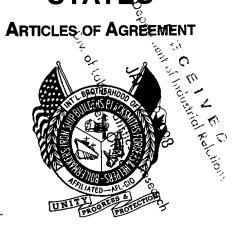
#### **BOILERMAKER-BLACKSMITH**

#### HELPER/TRAINEE

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

# WESTERN STATES



Between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND **HELPERS, AFL-CIO** 

and the

SIGNATORY CONTRACTORS

Effective October 1, 1997 through September 30, 2001

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# WESTERN STATES ARTICLES OF AGREEMENT

 between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

(Herein referred to as "Union")

and the

SIGNATORY CONTRACTORS

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field Construction Work in the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 1997

Terminating September 30, 2001

#### PREAMBLE

THE PARTIES TO THIS AGREEMENT agree to the following rules and regulations which shall govern the mutual relations between them.

# ARTICLE 1 Scope and Purpose of Agreement.

This Agreement shall apply exclusively to the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming; and within such area this Agreement shall apply to all of Contractor's field construction work (including construction, erection, rigging, loading, and unloading field fabrication, assembling, dismantling, and repairing performed in the field) coming under the jurisdiction of the Union.

# ARTICLE 2 RECOGNITION.

The Contractor recognizes the Union as the sole collective bargaining agent for all of its employees employed on work covered by the scope of this Agreement.

### ARTICLE 3 UNION SECURITY.

ART. 3(a) All employees performing work under terms of this Agreement must be, or become and remain, members of the Union on the eighth (8th) day after the effective date of this Agreement as a condition of continued employment in accordance with the provisions of the National Labor Relations Act.

ART. 3(b) When the Contractor is notified by

the Union in writing that an employee is delinquent in the payment of Union dues or has failed to make proper application and pay the initiation fee required, the Contractor shall immediately terminate such employee. Such employee shall not be re-employed by the Contractor during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union.

ART. 3(c) This Article shall be effective only in those states permitting Union Security.

ART. 3(d) In the event the parties subsequent to the signing of this Agreement, are authorized under provisions of the Labor Management Relations Act, or it is possible by reason of an amendment or repeal thereof, to enter into an agreement requiring membership in the Union as a condition of employment, or in the event it is determined by a final judgment of a court of competent jurisdiction that such authorization is unnecessary, either party may give written notice to the other of its desire to reopen the provisions of this Agreement affecting Union security. In the event such notice is given, the parties shall meet within fifteen (15) days to negotiate such Union security provisions.

# ARTICLE 4 TRADE JURISDICTION AND WORK CLASSIFICATION.

ART. 4(a) INTERPRETATION OF ARTICLE 1 AS APPLICABLE TO LOADING AND UNLOADING. IN accor-

dance with the Agreement reached at the settlement of contract negotiations in 1965, there has been submitted by International Vice President James F. Precht, the following:

ART. 4(b) "It shall be within the Boilermakers' jurisdiction that the unloading and loading of materials which the Boilermakers are to erect; if such materials are shaken out, separated, segregated, and stored for any period of time. When said material is again loaded and unloaded on a conveyance and transported to the job for erection it shall be unloaded and erected by the Boilermakers."

ART. 4(c) In joint review of the above, it was agreed that the following shall apply:

ART. 4(d) The Union wishes only to protect and not to expand, its historical jurisdiction over unloading and loading of Boilermaker materials. Also, the Union's claims are not extended to apply to material that is in trans-shipment at a transfer point.

ART. 4(e) The Contractor agrees that he will not sub-contract such work for the purpose of encroaching on the historical jurisdiction of the Union.

ART. 4(f) In the event a disagreement or dispute arises with regard to the historical jurisdiction as outlined in the Union's claim, each specific case may be processed between the Union

and such Contractor involved in accordance with the governing language of the Agreement.

ART. 4(g) The work of the Boilermaker (Journeyman or Mechanic) shall include: Boilermaking, Welding, Acetylene Burning, Signaling, Loading, Unloading, Heating, Chipping, Caulking, Rigging, Riveting, Buckingup, Fitting-up, Grinding, Scaffold Erecting, Reaming, Impact Machine Operating and such other work as is generally regarded as Boilermaker (Journeyman or Mechanic) work. Any employee classified as a Boilermaker shall perform any of the foregoing work of which he is capable.

ART. 4(h) The Union, the Contractor and Subcontractors agree that in the event any jurisdictional dispute shall arise, such dispute shall be settled in accordance with the procedures established by the Impartial Jurisdictional Disputes Board for the Construction Industry (or its successor organization) without permitting the same to interfere in any way with the progress or prosecution of the work. Both parties agree to be governed by whatever decision must be rendered.

ART. 4(i) When requested by the Union, the Contractor shall furnish the International office of the Union a signed letter on Company stationery, stating that Boilermakers were employed on a specific type of work on a given project.